

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

OCLC, Inc.,

Plaintiff,

v.

**Baker & Taylor, LLC and Bridgeall
Libraries, Ltd.,**

Defendants.

Case No. 2:25-cv-309

Judge Edmund A. Sargus, Jr.

DECLARATION OF WILLIAM ROZEK

William Rozek declares the following pursuant to 28 U.S.C. § 1746:

1. My name is William Rozek. I am a resident of Dublin, Ohio and Brighton, Michigan.
2. I am the Chief Financial Officer and Treasurer of OCLC, Inc. (“OCLC”), a position I have held since September 2015. Prior to joining OCLC, I held financial leadership positions at a number of companies in a variety of fields, including electronic publishing and education, and I have previously served as the Chief Financial Officer of The Mars Agency, Budco, Inc., and ProQuest Information and Learning.
3. I received my Bachelor of Science in Accounting and Finance from the University of Michigan, and I am a Certified Public Accountant.
4. At OCLC, I am a member of OCLC’s executive leadership team and am responsible for global accounting, budgeting, financial analysis, cash management, financial systems, pricing, external audit, lender relationships, insurance, and management of OCLC’s investment portfolio.

5. I submit this declaration in support of OCLC's Motion for Preliminary Injunction against Defendants Baker & Taylor, LLC and Bridgeall Libraries, Ltd. I am familiar with the facts set forth herein based on my work history and experience at OCLC, as well as my review of relevant OCLC records and publicly available information. On that basis, I believe the facts set forth herein to be true and correct.

Background on OCLC and WorldCat®

6. OCLC is a computer library service and research non-profit membership, based in Ohio, and dedicated to the public purposes of reducing the rate of the rise in library costs and furthering access to the world's information. OCLC's membership and the library community at large benefit from OCLC's shared technology services, original research, and community programs.

7. OCLC has approximately 1,314 employees across the world, 793 of which are based in Ohio.

8. OCLC offers various services to the library community, including Management Services, Discovery Services, and Resource Sharing Services (collectively, "OCLC's Services").

9. OCLC provides an infrastructure that libraries can use to create, share, and collaborate bibliographic records. This infrastructure lowers the cost and provides efficiencies for record creation.

10. More than 29,000 libraries in 124 countries and territories around the world have used OCLC services to locate, acquire, catalog, lend, preserve, and manage library materials.

11. WorldCat is at the center of OCLC's Services, offering the world's most comprehensive database of information about library collections and the authoritative source of library bibliographic records.

12. WorldCat contains more than 600 million bibliographic records, and it provides subscribers with access to 5 billion items from a variety of resources around the world.

13. The WorldCat collection consists of high-quality OCLC created records, publisher records, and OCLC customer-contributed records. The more libraries that participate, the better and more useful WorldCat becomes to libraries, their end users, and other organizations that want to interact with libraries on the Web.

14. The WorldCat database is a union of national and other union catalogs from around the world, as well as the closest approximation of a national union catalog of library holdings in the United States. This means that WorldCat is the fullest single source of worldwide library holdings available, access to which improves the efficiency with which items can be located in—and requested from—library collections.

OCLC has Invested Decades and Hundreds of Millions of Dollars to Develop, Enhance, and Maintain WorldCat Records

15. OCLC has invested, substantially, in developing and enhancing its library bibliographic records in WorldCat since its inception. Some of these enhancements are described by my colleague in her declaration. *See* Sauer-Games Decl. ¶¶ 6–11. OCLC’s investment in WorldCat includes approximately 170 million dollars over the past five years.

16. Out of the 1,314 people who work at OCLC, 264 of those employees’ (approximately 20% of its total workforce) job function is dedicated to the development, procurement, maintenance, improvement, and enhancement of OCLC WorldCat records, and more than half of OCLC employees have WorldCat-related jobs.

WorldCat is OCLC’s Most Valuable Service Offered to its Customers

17. WorldCat has on average, been directly responsible for 39% of OCLC’s revenue over the past 5 years, making it one of OCLC’s most financially important offerings.

18. Customers must have a paid subscription to use WorldCat. More than 10,000 libraries have cataloging subscriptions for WorldCat.

19. WorldCat customers make up approximately 72% of all OCLC customers. Over 10,000 libraries have subscriptions to use WorldCat. These WorldCat customers are academic libraries, community colleges, public libraries, state and government libraries, special libraries, and library consortia.

20. Even OCLC customers that use non-OCLC services or platforms rely on WorldCat for their record cataloging needs.

21. Not only is WorldCat data valuable to its customers, WorldCat is valuable to OCLC. WorldCat is integrated into and supports nearly all of OCLC's products and services provided to libraries and academic institutions. OCLC's cataloging, resource sharing, discovery, OCLC publisher, and OCLC data services all benefit from WorldCat records.

22. As a result of this integration throughout OCLC's other product and service offerings, WorldCat accounts for 83% of OCLC's total revenue when looking at WorldCat's impact on other OCLC's Services and downstream products.

OCLC's Framework Agreement and WorldCat Policy

23. Those OCLC customers who subscribe to WorldCat and other OCLC services must agree to the terms of OCLC's Framework Agreement and the accompanying "Schedule(s)" that apply to the products or services they receive from OCLC (collectively, the "Framework Agreement"). A true and accurate copy of the Framework Agreement is attached as Exhibit E to the Complaint filed in this action.

24. The Framework Agreement provides in Section 5.1 that "OCLC and/or its licensors or suppliers are the exclusive owners of and retain all right, title, and interest (including all

copyrights, trademarks, patents, and any other proprietary rights) to the Products, Services, WorldCat, and all other materials produced or provided by OCLC.” OCLC customers are limited to use OCLC products or services “solely for the noncommercial purposes described in the Product Description and the applicable Schedule.”

25. WorldCat customers also agree, in Section 3 of Schedule 2 of the Framework Agreement, “that the use and transfer by the Institution of WorldCat Data is subject to the [WorldCat Rights and Responsibilities for the OCLC Cooperative]” (the “WorldCat Policy”). The WorldCat Policy sets forth WorldCat customer’s and OCLC’s rights and responsibilities “associated with the stewardship of the WorldCat . . . bibliographic and holdings database . . . including the use and exchange of OCLC member-contributed data comprising that database.” A true and accurate copy of the WorldCat Policy is attached as Exhibit A to the Complaint filed in this action.

26. The WorldCat Policy defines WorldCat as offering a “club good,” “member good,” or “collective good,” meaning that WorldCat derives its value through the efforts and investments of OCLC and its members. Unauthorized use “by those who do not contribute toward the cost of providing the good” diminishes the ability of members who contribute to enjoy the benefits of the good. As the WorldCat Policy explains, “OCLC’s public purposes include promoting the evolution of library use, of libraries themselves, and providing processes and products for the benefit of libraries and their users.” OCLC seeks to protect its customers’ investments, as well as its own substantial financial contribution to maintain, enrich, and improve the quality of WorldCat records and associated metadata.

27. WorldCat customers are required to “[a]bide by this policy, [to] ensure awareness of it both within their institutions and on the part of their agents, their cooperatives, and other

organizations to which they make their data available,” and to “[m]ake reasonable efforts to ensure that the subsequent re-use and transfer of their WorldCat data by non-members is consistent with this policy and OCLC’s public purposes and supports the long-term viability and utility of WorldCat.”

28. Under Section 3(B) of the WorldCat Policy, WorldCat customers are prohibited from “engaging in mass downloading from WorldCat without OCLC’s prior written consent,” “engaging in mass distribution of data directly from WorldCat to non-members without OCLC’s prior consent,” or “engaging in other activities that diminish the value of WorldCat to the OCLC cooperative.”

29. The WorldCat Policy does not permit WorldCat customers to share or transfer WorldCat records and data to another ILS/LSP company for that company’s use or grant a competing entity a license for use of the WorldCat records. Rather, any sharing or transferring of WorldCat records in this manner is unauthorized, or in other words, is a non-contributing use, of the WorldCat records and data. Further, it is a violation of the WorldCat Policy and the Framework Agreement when a WorldCat customer extracts or downloads WorldCat records in large quantities and distributes those files to ILS/LSP services for use by non-WorldCat customers.

The Current and Future Harm to OCLC is Detrimental and Irreparable

30. Defendants are directly attacking OCLC’s WorldCat by obtaining WorldCat records without a license and through OCLC’s WorldCat customers, in exchange for free use of BTCat. My colleague Ms. Saur-Games describes these events accurately in her declaration. *See* Sauer-Games Decl. ¶¶ 24–34. Defendants are benefiting from use of OCLC’s WorldCat records, which cost OCLC millions of dollars to create and enrich, without having to spend the extensive time and resources to create records of their own. *See id.*

31. OCLC also believes that Defendants are incorporating into BTCat WorldCat records that Baker & Taylor accessed in violation of the Agreement. *See* Saur-Games Decl. ¶¶ 12–23.

32. Defendants' improper incorporation of WorldCat records in BTCat will destroy OCLC's current and future customer base and fundamentally threaten OCLC's ability to continue to operate. Defendants wide-ranging access to WorldCat records will prove it difficult for OCLC to evaluate and trace Defendants' use of the records, essentially allowing Defendants to use the records in any manner in BTCat or their other products and services. The harm to OCLC is, thus, immediate and far-reaching.

33. The harm to OCLC's customer goodwill is particularly acute here given the unique aspects of OCLC's operations and WorldCat itself. Defendants' free distribution of WorldCat records through BTCat poses a vital threat to OCLC membership and participation in WorldCat generally. The more libraries that participate in WorldCat and catalog their records with OCLC, the more records that are available through WorldCat and the more valuable that WorldCat becomes to OCLC's customers.

34. Further, Defendants' wrongful conduct is not only presently affecting OCLC, but it will affect OCLC's future developments and future revenue. As libraries move toward more advanced methods to capture bibliographic data, libraries will need robust data, which OCLC's WorldCat provides. By damaging OCLC and WorldCat today, Defendants are impacting OCLC's ability to develop WorldCat into its next iteration for customers.

35. Approximately 30 WorldCat customers, that OCLC is aware of, have terminated their subscriptions and transitioned to solely using BTCat. OCLC is also aware of at least 14 customers, including one Ohio library, that are considering moving to BTCat. Any loss in OCLC

membership and WorldCat participation has a direct, negative impact on customers that remain. OCLC expects this number will continue to rise as long as Defendants are permitted to improperly collect and offer WorldCat records. OCLC will not be able to precisely pinpoint exactly how much harm Defendants will continue to cause as some customers have not and will not disclose their reasons for leaving WorldCat.

36. OCLC cannot know precisely how drastic Defendants' actions will affect its ability to recruit prospective WorldCat customers. OCLC consistently is building relationships with libraries around the world through various means, such as running sales campaigns and offering webinars that inform libraries of OCLC's Services. *See* Sauer-Games Decl. ¶ 11. OCLC will never know which of these prospective customers it has lost to BTCat.

37. WorldCat is one of OCLC's most financially important offerings, making up an average of 83% of OCLC's revenue, directly and indirectly, over the past 5 years. Defendants' unchecked and unauthorized use of WorldCat records in BTCat will destroy OCLC's most important offering, crippling OCLC's ability to provide not only WorldCat, but its other OCLC Services as well.

38. Given the utter importance of WorldCat to OCLC's overall operations, OCLC's other products and services will also be affected by a successful attack by Defendants on WorldCat, including: WorldShare Management Services, WorldShare Metadata/OCLC Cataloging, WorldCat® Discovery Services/First Search, WorldCat.org, WorldShare License Manager, Wise, WorldShare Collection Evaluation, WorldShare Interlibrary Loan, Tipasa, ILLiad, Resource Sharing for Groups, GreenGlass, and Choreo Insights. Providing WorldCat records through BTCat for free thus not only undermines the strength and benefit of WorldCat in the market, but it also

decreases its benefit to OCLC's other products and services, having catastrophic consequences for every aspect of OCLC's operations. *See Sauer-Games Decl.* ¶ 6.

39. Further, Defendants' wrongful conduct is not only presently affecting OCLC. Defendants' conduct will affect OCLC's future developments and future revenue. As libraries move toward more advanced methods of capturing and representing bibliographic data, libraries will need robust data, which OCLC's WorldCat provides. By damaging OCLC and WorldCat today, Defendants are impacting OCLC's ability to develop WorldCat into its next iteration for customers.

40. Ultimately, monetary damages will not adequately compensate OCLC for the damage to its customer goodwill and membership, the unknowable loss in sales of other products and services, or the long-term detrimental effect on the viability of WorldCat and OCLC's business, including its ability to compete, that might result from the loss of OCLC's most critical investment and source of revenue.

41. If Defendants are allowed to continue to make WorldCat records available through BTCat, current membership in WorldCat and other OCLC products and services would drop precipitously, as it already has begun to, and future enrollment in these products and services would grind to a halt.

42. Given over 20% of OCLC's workforce is dedicated to the enhancement of WorldCat, if Defendants improper acts are permitted to continue, OCLC would likely have to reduce its workforce, particularly given the financial importance of WorldCat to OCLC's other products, overall operations, and continued success. Those job losses would be felt not only by the employees and their families, but also by the communities in which they live, including here in Ohio.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief Executed in Dublin, Ohio this 26th day of March, 2025.

William J. Rozek
William Rozek